

Summary File ONLY

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**IT IS BROWSABLE ON-SCREEN ONLY AND IS PROVIDED
FOR YOUR INFORMATION TO DECIDE WHETHER TO
BECOME A PROSPECTIVE TENDERER ONLY**

Note: This file may contain a brief scope statement, or an extract from the RFT documents, or a full exhibited copy – depending on the specific circumstances.

To participate in this tender process you **MUST** first download or order a full copy of the Request for Tender (RFT) documents, including the responsible components, and any addenda issued to date.

To do this return to the RFT web page on this web site and copy the RFT documents to your own computer or network – the blue “**DOWNLOAD A SOFT COPY**” link at the bottom provides access to the page from which you can do this.

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RFT No: 0900799

QS Consultancy Services for delivery BER Program.

Tender documents prepared by:

Integrated Program Office

Submission details:

As per the attached documentation:

Conditions of Engagement:

As per the attached Standard Conditions of Engagement:

You are invited to submit a tender for the services described in 'The Services' below.

Project.

Quantity Surveying Consultancy Services - Provision of Suitably Qualified Personnel to form a Cost Management Team in connection with the delivery of the Federal Government's Building the Education Revolution [BER] Program.

You are invited to apply to nominate personnel and tender daily rates for reimbursement.

1 BACKGROUND

This opportunity has arisen as a result of the recently announced Federal Government initiative to boost jobs and invest in Australia's future by building or upgrading buildings in every one of Australia's 9540 schools.

This initiative is known as: "Building the Education Revolution Program "

For NSW, BER is made up of a total funding of approx \$3.46Bn across the following sub-programs:

A:	K – 12 schools	\$2.78Bn* (P21 Program)
B:	Secondary schools	\$220M
C:	National School Pride	\$287M

*This RFT covers the infrastructure proposed for approx 1400 NSW primary and central/community schools and the corresponding 80% of Sub-program A: K – 12 schools (P21 Program).

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The agreed timetable for total implementation is:

First round	20% of allocation to start construction by end of June 2009 for completion by end December 2010.
Second round	40% of allocation to start construction by 1 July 2009 for completion by end January 2011.
Third round	40% of allocation to start construction by 1 September 2009 for completion by end March 2011.

2 PROJECT INFORMATION

The purpose of this Request for Tender [RFT] is to invite nominations from quantity surveying consultants to provide suitably qualified personnel to form an integrated Cost Management Team which will support the delivery of Primary School projects under the BER program. The duration of this engagement may be up to 23 months, and will be commencing towards the end of April 2009.

This Team will be centrally located and will be under the overall control of the Integrated Program Office [IPO]. The IPO has been established for the co-ordination and delivery of the BER program. The NSW Department of Education [DET] has divided the state into nine separate regions, and a Managing Contractor [MC] has been appointed to each of these regions.

The role of the Cost Management Team [CMT] will be to:

- Prepare elemental cost plans for over 30 various building types or sizes, to be used, together with the following item, to establish with the MC an *Estimated Construction Cost* [ECS]
- To re-present this cost plan in the form of an abridged trade or works package Bill of Quantities [BQ] for pricing by both the MC and the CMT
- To monitor the reporting by the MC of any movements in the ECS
- Through “open book” methodology, monitor and agree the *Actual Construction Sum* [ACS] with the MC at completion of the building
- To assess and agree any variations that may arise
- To establish a *Benchmark Value* [BMV] derived from current market prices for each building type which will be used in the calculations for any *Incentive Fee* which may be payable to the MC
- To adjust the BMV as required for changes during the delivery program

The major softwares to be used in this process will be Microsoft Excel and Word, together with CostX for quantity measurement, pricing, and production of cost plans and BQs. Hardware in the form of PCs and/or laptops will be provided by the IPO. The CMT will be centrally located with the IPO in the Sydney CBD.

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3 NOMINATIONS AND ASSESSMENT

Firms are invited to nominate a Company Representative (Project QS) and up to 3 support staff (Qualified QS) for consideration and inclusion as part of the CMT. The IPO reserves the right to accept all, some, or none of those proposed. No guarantee is given that any nomination or nominations will be accepted. Nominations for a 'reserve' of suitably qualified staff are also invited for short term tasking (of between 1 -4 weeks) as the workload requires. Once such a nomination has been accepted it is expected that these resources will be available at short notice.

It is intended to allocate engaged Qs to a co-ordinating team and to each DET state region, but depending on the project workload for each region, these teams may be personnel from an individual firm or may be an amalgamation of several firms' nominations.

Firms should submit their application as briefly as possible [no more than 3 pages] plus CVs [max 2 pages] of their nominated personnel. They should clearly identify that the personnel have recent experience in the cost management of large capital works projects geographically distributed over multiple sites and/ or similar complex contractual arrangements. Tenderers are to complete Schedule: 2 which is a summary of the nominations with basic information. Schedule:1 is also to be completed with relevant company details.

The personnel should also be experienced in elemental cost planning in accordance with the processes identified in the AIQS Cost Control Manual [formerly the NPWC Cost Control Manual]. There will be 3-monthly performance reviews of engaged personnel and the IPO reserves the right to request replacement of unsatisfactory or unsuitable persons [for whatever reason] and may recruit a replacement from an alternative source.

Firms are to tender **daily rates for each nominated person**, noting the expected duration of the program and that there will be no escalation provision. GST is to be included but shown separately to the net daily rate. All reasonable disbursements will be met by the IPO (at Standard Public sector Rates for Disbursements), travel costs to the team location will not be reimbursed. The 'parent' employer however will be responsible for statutory holidays, annual and sick leave, overtime and any incentive schemes, ie reimbursement will only be at the tendered rate for days or part days worked.

Assessment of tenders will be based on the following criteria :

- Overall experience of the nominated personnel
- Cost planning experience in relation to education facilities, particularly at Primary school level
- Project/Program cost management expertise
- Demonstrated competence with the described software
- Familiarity with GC21 Conditions of Contract

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- Confirmation of the availability of the nominated personnel from the end of April 2009 and continuing for the duration of the BER program, [subject to a satisfactory performance review]
- The Tendered daily rates

In addition, firms are invited to submit examples of reporting templates that they may have used on appropriate projects.

It should be noted that persons engaged under this proposal may have access to commercial-in-confidence information, the property of both the NSW Department of Commerce [DOC] & DET, and any such information is not to be divulged to any sources not directly involved in the BER. A signed undertaking to this effect will be required from a senior Principal of each selected firm, along with DOC's Code of Conduct for a Tender Process, to be signed by each individual engaged.

It is also recognised that firms may already be involved in the BER program via engagement by a potential MC. Such an engagement will not preclude the firm's personnel from this engagement, but again a signed undertaking will be required that confidentially will apply, that there will be no communication of sensitive information, and that there will be no conflict of interest arising out of such dual engagement.

Firms which are not registered under Commerce's Consultants Pre-qualification Scheme 2008-2011 will be required to produce evidence of appropriate Public Liability and professional Indemnity insurances.

4 SUBMISSION OF TENDERS

Tenders must be submitted electronically

Lodge the tender to the electronic Tender Box accessed via the NSW Government eTendering system at the following website:

<https://.tenders.nsw.gov.au>

by close of the application process at 9.30am on 30 April 2009

Login to the website as a system user, locate the RFT web page for *"Invitation to Pre-qualified and Invited Quantity Surveying Consultants to Tender for the Provision of Suitably Qualified Personnel to form a Cost Management Team"* and follow the on-screen instructions for lodgement.

An e-mailed receipt will be issued to your system registration address on successful lodgement.

Signatures are not required under NSW Electronic Transactions Act 2000.

Electronic lodgement files should be below the optimum size of 7MB and must not contain viruses or similar software additions. A guide "How to Lodge a Tender" is issued with this RFT document.

Please submit the application by the date, time and method stipulated in this invitation. Failure to meet these requirements may result in the application being rejected.

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Contacts

Refer requests for information about the Tender to:

Angelo Petraccaro

Telephone: 0413 481 156

Email: angelo.petraccaro@commerce.nsw.gov.au

Refer requests for information about the eTendering system to:

Chris Dunkerley

Telephone: 02 9372 8927

Email: chris.dunkerley@commerce.nsw.gov.au

Conditions of Agreement

Operative Clauses

Definitions

Agreement

The contract between the Consultant and the Principal constituted by the Agreement Documents, which supersedes all understandings, representations and communications between the parties related to the subject matter of the Agreement made before the Date of Agreement

Agreement Documents

Agreement Documents include:

- Conditions of Agreement;
- Agreement Information;
- The Services;
- Appendices;
- Drawings and documents;
- Letter of Award and any other documents listed therein.

Business Day

Any day other than a Saturday, Sunday, public holiday or 27, 28, 29, 30 or 31 December.

Consultant

The entity named in Item 2 of the Agreement Information, otherwise known as the Project Assurance Advisor.

Contract Material

All material brought or required to be brought into existence as part of, or for the purpose of, performing the Services, including but not limited to documents, equipment, information and data stored by any means.

Date of Agreement

The date of the Letter of Award.

Fee

The fee described in Clause 5.

Intellectual Property

All rights in copyright, patents, registered and unregistered trademarks, registered designs, trade secrets, and all other rights of intellectual property defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.

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Letter of Award

A letter from the Principal to the Consultant awarding the contract to the Consultant.

Principal

The entity named in Item 1 of the Agreement Information.

Services

The services described in The Services.

Engagement

The Principal engages the Consultant in the capacity set out in Item 3 of the Agreement Information to perform the Services, and the Consultant accepts the engagement and undertakes to perform the Services, on the terms set out in this Agreement.

Consultant's obligations**Professional Standard of Care**

The Consultant must perform the Services to that standard of care and skill to be expected of a consultant who regularly acts in the capacity in which the Consultant is engaged and who possesses the knowledge, skill and experience of a consultant qualified to act in that capacity.

Knowledge of Requirements of the Principal

The Consultant must use all reasonable efforts to inform itself of the requirements of the Principal and must regularly consult with the Principal during the performance of the Services.

Personnel

The Consultant must:

- ensure that all personnel engaged by it in connection with the Services are appropriately qualified, competent and experienced in the provision of the type of services required by the Principal;
- engage persons named by the Consultant and agreed by the Principal to carry out the services nominated.

The Consultant's responsibility for the performance of the Services and for the work and performance of its personnel is not altered in any way by Clause 3.3 or by anything done in accordance with Clause 3.3.

Discrepancies In Information

If the Consultant considers that information, documents and other particulars made available to it are inadequate or contain errors or ambiguities, the Consultant must give written notice as soon as practicable to the Principal detailing the errors or ambiguities.

Program or Plan

The Consultant must, by the time specified in Item 4 of the Agreement Information, submit to the Principal a program or plan for the performance and completion of the Services within the time specified in Item 5 of the Agreement Information.

Timely Provision of Services

The Consultant must perform the Services expeditiously and in accordance with the program.

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Change of Scope or Timing

As soon as practicable after becoming aware of any matter which is likely to change or which has changed the scope or timing of the Services, the Consultant must give written notice to the Principal detailing the circumstances and extent or likely extent of the change or delay and whether the Consultant will be proposing a Variation in accordance with Clause 6.

Alterations to Approved Documents

The Consultant must not make any substantial alteration to, addition to or omission from the plans, drawings, layouts, designs, specifications or other material previously approved, without the prior written approval of the Principal.

Principal's Materials

The Consultant must protect and keep safe and secure all materials and documentation provided by the Principal to the Consultant.

Upon discharge of this Agreement by performance or termination, the Consultant must promptly return to the Principal those materials and documentation.

Co-operation by the Consultant

The Consultant must liaise, co-operate and confer with others as directed by the Principal.

Obtain All Necessary Approvals

The Consultant must obtain all approvals, authorities, licences and permits which are required from governmental, municipal or other responsible authorities for the lawful implementation and completion of the Services, except where obtained by the Principal as set out in Item 6 of the Agreement Information.

Consultant's Relationship with the Principal

The Consultant must not act outside the scope of the authority conferred on it by this Agreement and must not bind the Principal in any way or hold itself out as having any authority to do so, except where authorised by this Agreement.

Confidentiality

The Consultant and its employees or agents must not without the prior written consent of the Principal disclose any information in connection with the Services or this Agreement to any person not a party to this Agreement other than:

- as necessary to perform the Services; or
- with respect to any matter already within public knowledge.

Consultant's Representative

The person named in Item 7 of the Agreement Information will be responsible on behalf of the Consultant for all aspects of the Services and has the legal power to bind the Consultant in respect of any matters arising in connection with the Services. Any substituted representative must be notified promptly in writing to the Principal.

Additional Services

The Consultant may, at its own cost, obtain advice, services or assistance from others in connection with the Services, but will not be reimbursed those costs unless those costs are listed in the Agreement Information and the Consultant has obtained the prior written consent of the Principal to incur them.

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Subcontracting and Assignment

The Consultant must not assign or subcontract any part of the Services without the prior written approval of the Principal.

An approval given by the Principal permitting the Consultant to subcontract any portion of the Services does not relieve the Consultant from its obligations and liabilities pursuant to this Agreement.

Statutory Requirements

The Consultant must ensure that all work done in connection with the Services complies with the requirements of all applicable legislation, codes and Authorities' requirements and all relevant Australian standards applicable to the Services.

Conflict of Interest

The Consultant warrants that it has no conflict of interest at the date of this Agreement.

The Consultant must immediately inform the Principal in writing upon becoming aware of the existence, or possibility, of a conflict of interest.

Security of Premises

The Consultant must comply with all directions, procedures and policies relating to occupational health, safety and security pertaining to the Principal's premises and facilities, when using them.

Access to Consultant's Premises

The Consultant must, upon reasonable notice, permit the Principal access to the Consultant's premises in order for the Principal to inspect, discuss and assess anything in connection with the Services.

Insurances

The Consultant must provide the Principal with proof of all insurance required to be maintained by the Consultant under this Agreement.

Principal's obligations

Provide Information

The Principal will as soon as practicable, or as required by this Agreement, make available to the Consultant all relevant instructions, information, documentation or data or any other material required for the performance of the Services.

Appoint a Representative

The person named in Item 8 of the Agreement Information, or any other person the Principal nominates in writing, will act as the Principal's Representative and will have authority to act on behalf of the Principal for all purposes in connection with this Agreement.

Payment

Payment

In consideration of the provision of the Services the Principal will pay the Consultant the Fee calculated in the manner provided in Item 9 of the Agreement Information, subject to the conditions of this Agreement.

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Right of Set-Off

The Principal may deduct from amounts otherwise payable to the Consultant any amount due from the Consultant to the Principal in connection with the Services.

Effect of Payment of the Fee

Payment, in part or in total, of the Fee set out in Item 9 of the Agreement Information does not constitute an acceptance by the Principal of the Services and does not amount to a waiver of any right or action which the Principal may have at any time against the Consultant.

Reimbursable Expenses

The Principal will reimburse the Consultant the reasonable costs, expenses, fees or charges incurred by the Consultant limited to those items set out in Item 10 of the Agreement Information, provided that in all cases the Consultant has first obtained the Principal's prior written approval to incur or pay those costs, expenses, fees or charges.

Timing of Payment

At the times specified in Item 11 of the Agreement Information, and upon Termination pursuant to Clause 11, the Consultant must lodge with the Principal a payment claim for the Services performed (and for approved reimbursable expenses, if any, incurred) during that period.

Within 10 Business Days after receipt of the Consultant's payment claim, the Principal will provide to the Consultant a payment schedule identifying the payment claim to which it relates and stating the payment, if any, which the Principal will be making. Reasons will be given if the amount is less than that claimed.

The Principal will pay the Consultant the amount due within 20 Business Days after receiving the Consultant's payment claim.

Payment by the Principal will be made by Electronic Funds Transfer to a bank, building society or credit union account nominated by the Consultant. No payment will be due to the Consultant until details of the nominated account (name of financial institution, account name and account number) are notified in writing to the Principal. The Consultant shall promptly notify the Principal in writing of any change to the nominated account but the Principal will not be responsible for any payments made into a previously nominated account prior to notification of such change being received by the Principal.

Conditions Precedent

The Consultant will not be entitled to a payment in response to a payment claim for the Services performed under this Agreement until it has submitted:

- the program in accordance with Clause 3.6;

- proof of insurance in accordance with Clause 3.25; and

- a signed and completed 'Subcontractor's Statement regarding Workers Compensation, Pay-roll Tax and Remuneration' (Subcontractor's Statement). For the purposes of the Subcontractor's Statement the Consultant may be both a 'subcontractor' (to the Principal) and a 'principal contractor' (to the Consultant's subconsultants). The form may be downloaded from the Office of State Revenue website at:

www.osr.nsw.gov.au/lib/doc/forms/opt011.pdf

- a Workers Compensation Insurance Certificate of Currency.

Recipient Created Tax Invoices

The Principal will issue payment schedules in the form of Recipient Created Tax Invoices. The Consultant must not issue Tax Invoices in respect of the Agreement.

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Each party warrants it is registered for GST at the time of entering into the Agreement, and must notify the other party if it ceases to be registered for GST or to satisfy any requirements for the issue of Recipient Created Tax Invoices.

The Principal will issue Adjustment Notes in respect of adjustment events known to the Principal. The Consultant must notify the Principal of details of any adjustment event not known to the Principal if it ceases to satisfy any requirements for the issue of Recipient Created Tax Invoices.

Pay as You Go

If the Consultant does not quote its ABN in its Tender or on its claims or invoices, or otherwise advise the Principal of its ABN relating to the service, the Principal will withhold tax from payments in accordance with the *A New Tax System (Pay As You Go) Act 1999* (Cwlth).

Variations

Proposed Variation

The Principal may instruct variations in writing and the Consultant must comply with these instructions.

The Consultant must take all reasonable steps to minimise the effects of variation work on the time to complete the Services.

Unless the Principal instructs the Consultant to proceed, the Consultant must not begin to carry out a variation until the parties have resolved price and time implications (including delay costs) by agreement or determination under Clause 12.

When requested by the Principal, the Consultant must within the time specified in the request, advise the Principal of its price (including any delay costs) for a proposed variation and its effect on the time to complete the Services, or on any other matter specified in the request.

If the parties agree that a variation applies they must endeavour to agree in writing on its price and effect on the time to complete the Services. Failing agreement on price or time, or that a variation applies, the provisions of Clause 12 apply.

The Fee must be adjusted to account for the price of a variation.

If the Consultant considers that a variation applies but the Principal has not instructed a variation, the Consultant must make its claim for a variation within 5 Business Days from the start of the event giving rise to the variation, or from the time when the event should have become known to the Consultant with reasonable diligence on its part.

Variations instructed by the Principal must be generally consistent with or of a similar nature to the type of work included in the Services.

Valuation

Unless otherwise agreed, the price of a variation will be determined using the hourly rates set out in Hourly Rates for Variations - Tender Schedules, where included. If Hourly Rates for Variations - Tender Schedules is not included or does not include hourly rates relevant to the variation, reasonable rates and prices apply.

Copyright and Intellectual Property

Vesting

Subject to Clause 7.2, title to and Intellectual Property in or in relation to Contract Material (other than the Contract Material listed in Item 13 of the Agreement Information) vests upon its creation in the Principal. The Consultant must, upon request by the Principal, do all things necessary to vest that title or that Intellectual Property in the Principal.

If title to Intellectual Property in or in relation to Contract Material is not capable of being vested in the Principal under Clause 7.1 because the Consultant itself does not own that Intellectual Property, the

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Consultant must ensure that the Principal is irrevocably licensed (whether by sub-licence from the Consultant or direct licence from the owner) to use that Contract Material or Intellectual Property.

The Principal indemnifies the Consultant against any costs, claims, actions or expenses incurred by the Consultant as a result of any reproduction, adaptation or commercialisation by the Principal of any Intellectual Property or Contract Material vested in the Principal under Clause 7.

The Consultant indemnifies the Principal against any claims, actions, and loss or damage arising out of any infringement of Intellectual Property rights by the Consultant, its officers, employees, agents or subcontractors in connection with the performance of the Services or the use by the Principal of the Contract Material for any purpose reasonably contemplated under the agreement.

Delivery

On, or as soon as practicable after, the expiration or earlier termination of this Agreement, the Consultant must deliver to the Principal all Contract Material.

Limitations

The Consultant must ensure the Contract Material is used, copied, supplied or reproduced only for the purposes of this Agreement unless it has obtained the prior written approval of the Principal to do otherwise. While the Principal will not unreasonably withhold approval, it may attach any terms and conditions it considers appropriate.

Indemnity – People and property

The Consultant indemnifies the Principal from and against all actions, claims, costs, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

loss of or damage to property of the Principal; or

personal injury (including death) to any person or loss of or damage to any property,

arising out of or by reason of anything done or omitted intentionally or negligently by the Consultant in respect of the Services.

The Consultant's liability to indemnify the Principal is reduced proportionally to the extent that an act or omission of the Principal or employees or agents (other than the Consultant) of the Principal may have contributed to the injury, damage or loss.

The liability of the Consultant under Clause 8 may be limited if the Consultant is a member of an occupational association with an approved Scheme under the *Professional Standards Act, 1994* (NSW).

Insurance

Professional Indemnity Insurance

The Consultant must have insurance covering liability for errors in provision of the Services. The insurance must be with an insurer approved by the Principal (which approval will not be unreasonably withheld) and provide coverage for an amount not less than the amount shown in Item 14 of the Agreement Information.

Workers' Compensation

The Consultant must ensure that an insurance policy is effected prior to commencing performance of the Services and remains current for the duration of this Agreement, covering liability for death of or injury to persons employed by the Consultant and related liability as required or under the *Workers' Compensation Act 1987* (NSW).

Public Liability

The Consultant must obtain and maintain a public liability policy of insurance to cover loss or damage to property or injury or death to persons arising out of or in connection with carrying out the Services.

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The policy must be:

- with an insurer and under conditions approved by the Principal (which approval will not be unreasonably withheld);
- obtained prior to commencing the carrying out of the Services;
- maintained for the duration of the Agreement; and
- for an amount not less than that stated in Item 15 of the Agreement Information in respect of any single occurrence.

The policy must cover the Consultant, the Principal, the Principal's Representative and all subconsultants employed from time to time for or in relation to the Agreement and the Services for their respective rights and interests and cover their liabilities to third parties.

The policy must also provide that:

- in so far as the policy covers more than one insured party, all insuring agreements and endorsements (with the exception of limits of liability) will operate in the same manner as if there were a separate policy of insurance covering each named insured party;
- the insurer waives all rights, remedies or relief to which it might become entitled by subrogation against any of the parties covered as an insured party;
- failure by any insured party to observe and fulfil the terms of the policy will not prejudice the insurance in regard to any other insured parties;
- any non-disclosure by one insured party does not prejudice the right of any other insured party to claim on the policy; and
- a notice to the insurer by one insured party will be deemed to be notice by all insured parties.

Inspection of records

Records

The Consultant must keep proper accounts, records (including information stored by computer and other devices) and time sheets in accordance with accounting principles generally applied in commercial practice in respect of its time charge billing, its reimbursable expenditure and fees and reimbursements payable to others engaged pursuant to this Agreement.

Access

The Consultant must, within a reasonable time of any request, give the Principal access to, or verified copies of, any information which may be reasonably required to enable any claim to be substantiated and verified.

Termination

Termination by the Principal other than for Default by the Consultant

The Principal may terminate the whole or any part of the performance of the Services at any time, by written notice addressed to the Consultant.

The Consultant must, after receipt of a notice under this Clause:

- cease work on the terminated Services within the time specified in the notice; and
- comply with any reasonable directions given by the Principal in relation to performance of the Agreement.

As soon as practicable after ceasing work under Clause 11.2, the Consultant must lodge with the Principal a statement of the amount of the Fee (and any approved reimbursable expenses) claimed by the Consultant to be payable for Services performed to the earlier of:

- the date of cessation of the terminated Services; and
- the date by which the Consultant was required to cease work on those Services.

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The statement must be accompanied by supporting information as reasonably required by the Principal.

Termination by the Principal for Default by the Consultant

If the Consultant:

- becomes bankrupt, or insolvent, or enters into a scheme or arrangement with its creditors;
- fails to carry out the Services with due diligence and competence;
- without reasonable cause suspends the carrying out of the Services; or
- commits a substantial breach of this Agreement,

the Principal may:

- in the case of the default specified in Clause 11.4.1, forthwith terminate this Agreement by written notice addressed to the Consultant; and
- in the case of any other specified default, terminate this Agreement by written notice addressed to the Consultant if the Consultant fails to remedy the default within 14 days from the date of service of a notice by the Principal on the Consultant specifying the relevant default.

Termination by the Consultant

If the Principal fails to pay the Consultant any amount in accordance with this Agreement which is not in dispute, or commits a fundamental breach of the Agreement, the Consultant may give notice requiring the Principal to remedy the default within 10 Business Days after receiving the notice.

If the Principal fails to remedy the default, or fails to propose steps reasonably acceptable to the Consultant to do so, the Consultant may issue a notice terminating the Agreement.

The Principal must pay the amounts prescribed in the clause "Adjustment of the Fee on Termination".

Consultant's Continuing Liability

Termination by the Principal or Consultant or completion of the Services will not release the Consultant from liability in respect of any breach, or non-performance, of any obligation pursuant to this Agreement.

Effect of Termination

Termination of this Agreement by either party is without prejudice to any accrued rights or remedies of each party.

Adjustment of the Fee on Termination

If any of the Services are terminated pursuant to Clause 11.1, the Principal will pay the Consultant a reasonable amount for the Services performed by the Consultant to the date of termination and a further amount calculated in the manner set out in Item 16 of the Agreement Information, as adjusted by any additions or deductions in accordance with this Agreement in full and final satisfaction of any claim the Consultant has or may have.

If this Agreement is terminated pursuant to Clause 11.4, the Principal will pay the Consultant a reasonable amount for the Services performed by the Consultant to the date of termination, together with any adjustments and deductions for loss or damage suffered, or reasonably likely to be suffered by the Principal as a consequence of breach by the Consultant. The Principal may recover any short-fall from the Consultant as a debt due and payable.

If this Agreement is terminated pursuant to Clause 11.6, the Principal will pay the Consultant a reasonable amount for the Services performed by the Consultant to the date of termination together with the amount calculated in the manner set out in Item 16 of the Agreement Information in full and final satisfaction of any claim the Consultant has or may have.

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Dispute resolution

Nomination

The Consultant and the Principal will endeavour to resolve any dispute speedily by negotiation. If a dispute between the Consultant and the Principal is not resolved by negotiation, then before either party has recourse to litigation, the party must submit the dispute to expert determination. If the Consultant and the Principal do not agree upon an independent expert ("Expert"), either may request the Chief Executive Officer of the Australian Commercial Disputes Centre to nominate an Expert.

Submissions

Within 14 days of acceptance by the Expert of the appointment, the claimant will submit in writing to the Expert the claim and all the evidence which the claimant wishes the Expert to take into account. Within 28 days thereafter the other party will submit in writing to the Expert that party's response to the claim, particulars of any counterclaim and all the evidence which that party wishes the Expert to take into account.

Procedure

Copies of documents sent to the Expert must be sent to the other party at the same time. The Expert may meet with the parties jointly but not separately and may ask questions of the parties which must be answered orally or in writing as requested by the Expert.

Determination

As soon as possible the Expert must give the parties the Expert's determination in writing as to:
the respective rights and entitlements of the parties, and
the amount or service if any which the Expert considers is due from one party to the other.

The determination of the Expert shall be made as an Expert and not as an Arbitrator and shall be final and binding on the parties except where the Expert's determination relating to a dispute is that one party shall pay to the other an amount, or carry out work, in excess of \$100,000. Such determination shall not be final and binding, provided either party gives notice to the other party of its dissatisfaction within 28 days of the determination being given.

Liability

The Expert will not be liable to the parties for negligence in the conduct of the determination.

Costs

The Principal and the Consultant will be jointly and severally liable to the Expert for the fees of the Expert. As between themselves, the Principal and the Consultant will each bear half the Expert's fee and each will bear their own costs of the determination.

Continuing Performance

Each party must continue to perform its obligations under this Agreement, notwithstanding the existence of a dispute.

Notices

Any notice given under this Agreement:

must be in writing addressed to the intended recipient at the address shown in Item 17 of the Agreement Information or the address last notified by the intended recipient to the sender;

must be signed by an authorised officer of the sender; and

INTEGRATED PROGRAM OFFICE

BUILDING THE EDUCATION REVOLUTION

will be taken to have been given or made (in the case of delivery in person or by fax, cable or post) when delivered, received or left at the specified address.

If delivery or receipt of a notice occurs on a day on which business is not generally carried on in the place to which the communication is sent or later than 4.00 pm (local time), it will be taken to have occurred at the commencement of business on the next Business Day in that place.

Protection of children and other vulnerable people

The Consultant must not employ or permit to be employed on services under the Agreement at the site or sites a person who has been convicted of a serious sex offence and is a prohibited person under the *Child Protection (Prohibited Employment) Act 1998* (NSW).

The Consultant must ensure that all persons performing services on the site or sites under the Agreement, including but not limited to the Consultant's employees and managers, subconsultants and suppliers (Consultant Employees) understand and comply with the requirements shown below:

All Consultant Employees who visit the site must complete a *Prohibited Employment Declaration* (available on the Internet at www.kids.nsw.gov.au) before entering the site. The Consultant must maintain records of compliance with this requirement.

All Consultant Employees must gain permission to enter the school or facility before performing related services and they may only enter approved areas. The Consultant's Representative or where a subconsultant is performing services without the supervision of the Consultant, the subconsultant's representative, must report their presence to the person in charge of the school or facility on arrival each day and record, in the Site Visit Log, the details of all Consultant Employees performing services at the site or sites that day.

Consultant Employees should avoid talking with, touching or interacting with any children or residents or other users of the school or facility except where performing services requires it or in an emergency or safety situation.

Consultant Employees must only use approved toilets and other facilities, unless the person in charge of the school or facility gives written authority to use alternative arrangements.

Appropriate privacy must be maintained when performing services on toilets and similar facilities. Consultant Employees must ensure that toilets and similar facilities are not occupied or in use by children, residents or other users before entering to perform work, and that performance of services does not continue when use of the facilities is required. Where practicable male employees should perform services on male facilities and female employees on female facilities.

Consultant Employees should report any concerns about children's behaviour or child abuse to the person in charge of the school or facility.

Consultant Employees must wear or carry an identity card at all times when on the site or sites.

Communication

The parties agree and consent that notices and communications may be by electronic communication in accordance with the *Electronic Transactions Act 2000* (NSW).

The Consultant must have the capability to use and must use Asset.gov to:

- submit communications, including notices, to the Principal;
- receive communications, including notices, from the Principal;
- view and process documentation provided by the Principal; and
- submit Agreement Material to the Principal;

unless:

- .1 the nature of the communication precludes the use of Asset.gov;
- .2 the Principal instructs otherwise; or
- .3 the communication is under Clause 11 **Termination** or Clause 12 **Dispute Resolution**.

The Consultant agrees that a communication (including a notice) from the Principal to the Consultant is in writing and is delivered to the Consultant when:

<p style="text-align: center;">INTEGRATED PROGRAM OFFICE BUILDING THE EDUCATION REVOLUTION</p>
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the Principal has provided the Consultant with electronic access to Asset.gov;

the Principal has posted the communication on Asset.gov; and

a notification that the communication has been posted has been sent to the Consultant to the e-mail address last notified in writing by the Consultant to the Principal.

- .4 Submissions to Asset.gov must be in one of the formats listed in The Services at Document Format.

Agreement Information

Item

1. The Principal

The Principal is:

The Minister for Education for the State of New South Wales.

Mentioned in clause 1

2. The Consultant

The Consultant is:

As nominated in the Consultant's Tender and accepted by the Principal if applicable.

Mentioned in clause 1

3. Capacity in which the Consultant is engaged

The capacity in which the Consultant is engaged:

Quantity Surveying

Mentioned in clause 2

4. Time by which Consultant must provide program or plan

The time by which Consultant must provide program or plan Principal is:

Not applicable.

Mentioned in clause 3.6

5. Time to complete the Services

The time to complete the Services is:

Refer to **The Services**.

Mentioned in clause 3.6

6. Approvals obtained by Principal

Approvals obtained by Principal:

Not applicable.

Mentioned in clause 3.13

7. Consultant's Representative

The Consultant's Representative is:

As nominated in the Consultant's Tender and accepted by the Principal.

Mentioned in clause 3.16

8. Principal's Representative

The Principal's Representative is:

Vince Shaw

Mentioned in clause 4.2

9. The Fee.

The Fee is:

Daily Rates for nominated personnel as specified in Schedule 2.

Mentioned in clause 5.1

10. Reimbursable Expenses

Mentioned in clause 5.4

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BUILDING THE EDUCATION REVOLUTION

Reimbursable Expenses: Not applicable.

11. Claim timetable

Mentioned in clause 5.5

Claim timetable: Monthly.

12. Payment timetable

Mentioned in clauses 5.6, 5.7 and 5.8

Payment timetable: Payment will be made within 20 Business Days subject to Clause 10.2.

13. Intellectual property

Government policy is that the Principal retains sole intellectual property rights. If a consultant seeks to amend the situation, it should be dealt with as set out in Intellectual property issues.

Mentioned in clause 7.1

Intellectual property not vesting in the Principal: Nil

14. Professional indemnity insurance

Mentioned in clause 9.1

Quantum of professional indemnity insurance: \$2,000,000

15. Public liability insurance

Mentioned in clause 9.5.4

Quantum of public liability insurance: \$5,000,000

16. Percentage on termination

Mentioned in clauses 11.8 and 11.10

Percentage on termination: Nil

17. Notices

Mentioned in clause 13

18. Notices to the Principal

For notices to the Principal the intended recipient is the Principal's Representative:

Office address:
(for delivery by hand) To be advised.

Postal address:
(for delivery by post) To be advised.

Facsimile number To be advised.

E-mail address To be advised.

19. Notices to the Consultant

For notices to the Consultant the intended recipient is the Consultant's Representative:

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Office address:
(for delivery by hand)

As nominated in the Consultant's
Tender and accepted by the Principal.

Postal address:
(for delivery by post)

As nominated in the Consultant's
Tender and accepted by the Principal.

Facsimile number

As nominated in the Consultant's
Tender and accepted by the Principal.

E-mail address

As nominated in the Consultant's
Tender and accepted by the Principal.

ATTACHMENTS

To assist consultancies in understanding the BER program the following attachments are included:

- Attachment 1: Information Schedule 1. Indicative Works Packages by School Size and DET districts.
- Attachment 2: Project Brief [extract from RFT for the MC]

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Information Schedule 1: Indicative Works Packages by School Size and DET Districts

DET REGION

Appendix 1

HUNTER/CENTRAL COAST					Max Indicative Funding
Enrolment Band (students)	Number of schools				
	Central	Primary	SSP	Total	
0 - 50		29	12	41	
51 - 150	2	47	4	53	
151 - 300	1	67		68	
301 - 400		35		35	
401+		53		53	
All schools	3	231	16	250	\$400M

ILLAWARRA AND SOUTH COAST					Max Indicative Funding
Enrolment Band (students)	Number of schools				
	Central	Primary	SSP	Total	
0 - 50		38	7	45	
51 - 150	1	37	2	40	
151 - 300	1	59		60	
301 - 400	1	22		23	
401+		26		26	
All schools	3	182	9	194	\$275M

NEW ENGLAND					Max Indicative Funding
Enrolment Band (students)	Number of schools				
	Central	Primary	SSP	Total	
0 - 50	2	55	4	61	
51 - 150	6	11		17	
151 - 300	4	12		16	
301 - 400		6		6	
401+		7		7	
All schools	12	91	4	107	
					\$91M

NORTH COAST					Max Indicative Funding
Enrolment Band (students)	Number of schools				
	Central	Primary	SSP	Total	
0 - 50	1	80	4	85	
51 - 150	3	64		67	
151 - 300	3	42		45	
301 - 400	1	20		21	
401+		22		22	
All schools	8	228	4	240	\$264M

NORTHERN SYDNEY					Max Indicative Funding
Enrolment Band (students)	Number of schools				
	Central	Primary	SSP	Total	
0 - 50		1	9	10	
51 - 150		6	4	10	
151 - 300		24		24	
301 - 400		30		30	
401+		56		56	
All schools	0	117	13	130	\$275M

RIVERINA					Max Indicative Funding
Enrolment Band (students)	Number of schools				
	Central	Primary	SSP	Total	
0 - 50	2	64	6	72	
51 - 150	13	26	2	41	
151 - 300	1	34		35	
301 - 400		12		12	
401+		6		6	
All schools	16	142	8	166	
					\$158M

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DET REGION

SOUTH WESTERN SYDNEY					Max Indicative Funding
Enrolment Band (students)	Number of schools				
	Central	Primary	SSP	Total	
0 - 50		2	13	15	
51 - 150		16	9	25	
151 - 300		51	1	52	
301 - 400		34		34	
401+		80		80	
All schools	0	183	23	206	
					\$414M

SYDNEY					Max Indicative Funding
Enrolment Band (students)	Number of schools				
	Central	Primary	SSP	Total	
0 - 50		3	14	17	
51 - 150	1	26	3	30	
151 - 300		52		52	
301 - 400		35		35	
401+	1	42		43	
All schools	2	158	17	177	\$319M

WESTERN NSW					Max Indicative Funding
Enrolment Band (students)	Number of schools				
	Central	Primary	SSP	Total	
0 - 50	5	67	4	76	
51 - 150	16	14	2	32	
151 - 300	2	27		29	
301 - 400		15		15	
401+		11		11	
All schools	23	134	6	163	
					\$161M

WESTERN SYDNEY					Max Indicative Funding
Enrolment Band (students)	Number of schools				
	Central	Primary	SSP	Total	
0 - 50		4	7	11	
51 - 150		24	7	31	
151 - 300		53		53	
301 - 400		31		31	
401+		63		63	
All schools	0	175	14	189	
					\$366M

NEW SOUTH WALES TOTAL					Max Indicative Funding
Enrolment Band (students)	Number of schools				
	Central	Primary	SSP ^	Total	
0 - 50	10	343	80	433	
51 - 150	42	271	33	346	
151 - 300	12	421	1	434	
301 - 400	2	240	0	242	
401+	1	366	0	367	
All schools	67	1641	114	1822	\$2722M

Note:

Regions New England and North Coast have now been combined.

These tables are based on the Max Indicative Funding and is for information only.

1. Based on the Commonwealth's Indicative funding caps by school size.
2. All figures GST exclusive.
3. Final amounts are still to be agreed between the State and the Commonwealth
4. All amounts are gross amounts available, and will fund all State management, administration, project and construction costs for each school delivered under this BER sub-program.
5. A small proportion of school projects could be delivered outside the Managing Contractor contracts.
6. For the purposes of the Tender assume 70-80% of the gross amount shown against each DET Region will be available for the works, including MC fees and Incentive payment, under the Contract.

4. Project Brief

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BUILDING THE EDUCATION REVOLUTION

4. PROJECT BRIEF

1 General Description of the Works

The Project (across all NSW contracts receiving funding under the Commonwealth Building the Education Revolution (BER) program) includes design and construction of *Works* for the infrastructure for up to 1600 *Schools* at various sites across NSW under different Contract Packages. The *Works* are complex as a result of the volume of projects and the wide geographic distribution of project sites. Indicative information and areas for these Packages are attached in Appendices 1 and 2 respectively.

The *Works* involve the provision of a wide range of facilities and *School* improvements. These may include a communal hall/ covered learning area/ library/classroom block/canteen/administration block/toilet block/ pre school, upgrade of existing facilities and services, eg roof replacements, electrical upgrade, alterations and additions to the existing buildings etc.

Whilst the *Managing Contractor* may utilise internal resources in carrying out the works it is to be mindful of the program objective to maximise the local benefit of the stimulus package to the NSW economy. Noting the objective the *Managing Contractor* shall engage Consultants and *Subcontractors* to carry out the *Works*, and must provide specialised skills and effective systems to manage finalisation of the planning approval process, project logistics (managing works across multiple and distributed sites), construction planning and programming in order to meet target completion dates to be advised for each *School* where work is undertaken.

The *Managing Contractor* under the Contract undertakes:

1. Schematic design – This is an initial phase of *Design* which includes commencement of the planning approval process as necessary, site planning, scaled floor plans, outline of architecture fit-outs, furniture plan etc. The schematic design must have information for preparation of a preliminary estimate of construction costs and can be submitted to the Principal and relevant school principals for review.
2. Design development – This is the latter stage of *Design* where the planning approval process is finalised and scope, functionality and quality standards of construction work are specified with sufficient particularity to carry out the construction documentation. This should include plans accepted by the Principal and relevant school principals, details for services, complete lists of architectural and furniture schedules and the like. The plans/schedules prepared for this stage should provide enough information to prepare a final and detailed construction estimate.
3. Construction documentation – This is written requirements for materials, equipment, standards, finishes, workmanship etc to enable contractor/s to construct and complete the *Works*.
4. Construction – This is to undertake the works in compliance with the approved plans and construction document.

The *Works* will be assigned on a *School* by *School* basis for inclusion, upon *Completion* of each *School*, in Assessment Segments which reflect the agreed funding arrangements between the NSW Government and the Federal Government:

- | | |
|----------------------|--|
| Assessment Segment 1 | - Date of Contract to the end of Jan 2010; |
| Assessment Segment 2 | - Feb 2010 to the end of May 2010; |
| Assessment Segment 3 | - June 2010 to the end of Aug 2010; |
| Assessment Segment 4 | - Sept 2010 to the end of Nov 2010; |
| Assessment Segment 5 | - Dec 2010 to Completion of the Works for all <i>Schools</i> . |

Indicative information only on the number of *Schools* and value of the *Works* is at Appendix 1.

Whilst the *Contract Price* and any associate amount is Goods and Services Tax (GST) inclusive the amounts shown at Appendix 1 are GST exclusive as, whilst GST is paid by the Principal on invoices against the *Contract Price*, the GST paid on invoices is recouped from the Australian Taxation Office.

INTEGRATED PROGRAM OFFICE

BUILDING THE EDUCATION REVOLUTION

4. PROJECT BRIEF

It is critical, in order to meet BER program objectives, that the *Managing Contractor* start work immediately on the *Design* and all scope and estimating work required for it to be able to, within 14 days of the *Date of Contract*:

1. price the Principal's Bill of Quantities for standard building designs for above the structural floor level, but including floor finishes, as follows:
 - 21 Core Communal Hall and COLA;
 - 21 Core Library;
 - 2 Home Base Block;
 - 14 Core Canteen;
 - 14 Core Administration Block;
 - Toilet Block; and
 - Pre School; and
2. subsequently, put *Estimated Construction Sum* offers to the Principal in response to *School* nominations by the Principal..

The *Managing Contractor* must also allow in its Contract Program adequate time for the 14 day acceptance period for the *Estimated Construction Sum* before commencing work on a *Site*. Early substantial commencement of construction activity on *Site* is also critical to meeting the BER program objectives

2 Scope of Work Overview

The following is a brief overview of the *Managing Contractor's* scope of work for each *School* that is nominated by the Principal as the BER program detail evolves. The work is divided into two stages.

Stage 1 Pre-Construction Works

- Site Planning, Facility Location, and Finalising Development Consent.
 - Following provision by the Principal of a preliminary scope of work, the *Managing Contractor* shall liaise with the *School* to finalize the location of the proposed *School* facility on the *School* site. Where the facilities to be provided are to a standard design meeting the DET School Facilities Standards (including as listed at clause 1.1 above), the Principal will provide hard copy and CAD documents describing these standard facilities. Not all *School* facilities nominated will be to a standard design.
 - The Principal will provide a general location plan defining the site zone for the proposed facility. The *Managing Contractor* will finalize the positioning of the proposed facility within the identified site zone, adapt any standard designs below the floor datum to address Site Conditions and location, and finalise the development consent process as necessary. It is anticipated that the finalising of development consent will vary from *School* to *School*.
- The *Managing Contractor* shall engage Consultants to prepare a Schematic Design and Site Plan for review by the Principal and for the information of the school principal.
- At completion of Schematic Design and Site Planning, the *Managing Contractor* shall prepare and submit a preliminary cost estimate for the *School*. The preliminary cost estimate is for both parties' information and budget purposes, ie the Contractor and the Principal.
- The Principal will confirm a scope of work for the *School*.
- The *Managing Contractor* shall manage and be responsible for all required approvals including Development Consent and Authorities approvals refer 3 Preliminaries, 1 General, 1.5 Planning Approval.
- The *Managing Contractor* shall engage Consultants to finalise the Construction Documentation to enable construction to commence, and provide to the Principal an *Estimated Construction Sum* offer for the work to be undertaken for the *School*.

Stage 2 – Construction Works

Managing Contractor Building the Education Revolution Primary Schools to the 21st Century
Contract No: 0900799 Addendum 5

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4. PROJECT BRIEF

Following acceptance of the *Estimated Construction Sum* for each site, the *Managing Contractor* shall:

- Manage, co-ordinate and be responsible for construction using subcontract or head builder packages (including any necessary re-Design).
- The *Managing Contractor* will be responsible for discharging the role of Principal Contractor OHS for all works proceeding to construction. The *Managing Contractor* will NOT be permitted to *Subcontract* any component of the role of Principal Contractor OHS.
- Manage, co-ordinate and be responsible for the supply and installation of furniture and equipment including those from nominated suppliers.
- Manage, co-ordinate and be responsible for handover, including making good of *Defects* after *Completion*.

3 Required Standard of the Works and Design Guidelines

The Principal has developed the DET Schools Facilities Standards and standard component designs for some of the proposed Works. Those standards and component designs represent the functional standards and requirements for the Works.

Where those standards component designs are not applicable, or been developed for, to the proposed works, the *Managing Contractor* shall engage *Consultants* to complete the design to all applicable Australian Standards, BCA and DET Facilities Standard requirements, whichever has the higher standard and otherwise to ensure the Works are fit for purpose.

4 Site Possession

The schools will continue in operation throughout the construction of the Works. The *Managing Contractor* must confirm with the Principal and relevant school principals prior to commencement of construction work according to the agreed Contract Program.

The *Managing Contractor* will be responsible for any decanting process including removal of all salvaged furniture, equipment, books etc for any spaces to be used by the *Managing Contractor* for construction works. Salvaged material will remain the property of the Principal.

5 Constraints for the Works

To ensure *Schools* can continue to operate throughout the construction period with no impact on important events such as exams and minimal overall effect on *School* operations, the *Managing Contractor* is responsible for liaison and cooperation with school principals and staff. Specific *School* requirements, if any, will be established progressively with each *School* and must be complied with by the *Managing Contractor* and its *Consultants* and *Subcontractors*.

6 Supply of Furniture

The supply and installation of all loose and fixed furniture will be the responsibility of the *Managing Contractor* as a *Subcontract Cost*. The *Managing Contractor* shall manage the procurement to ensure a timely delivery of all required furniture.

INTEGRATED PROGRAM OFFICE

BUILDING THE EDUCATION REVOLUTION

4. PROJECT BRIEF

The Department of Education & Training has entered into furniture supply contracts with contractors for its capital and maintenance works. The *Managing Contractor* shall purchase the furniture for the refurbishment directly from these furniture contracts. Prices and item details of the furniture contracts can be obtained from Smartbuy, the electronic procurement system managed by NSW Department of Commerce.

The *Managing Contractor* shall carry out (but not be limited to) the following extent of activities:

- Prepare furniture schedule in a format required by DET furniture suppliers.
- Order furniture to match Contract Program.
- Receipt furniture from furniture suppliers.
- Store and distribute furniture to *Schools* as required to match Contract Program.

With the prior written concurrence of the Principal, the *Managing Contractor* may purchase furniture from sources other than the DET's furniture contract. All furniture provided from other sources must meet the performance requirements of the DET's School Facilities Standards and be equivalent to that which would have been purchased through any relevant DET furniture supply contracts. Apart from carrying out activities as mentioned above in this clause for purchasing furniture from the DET furniture supplier, the *Managing Contractor* shall also manage processes including: assessment, award etc, of the tender/subcontract with the alternative furniture suppliers.

7 Project Reporting

The *Managing Contractor* shall provide, in electronic and hard copy format, **reports** as specified in the Special Conditions of Contract.

The *Managing Contractor* shall permit the Principal or any person authorised by the Principal, access to its premises and to any of its records or accounts relevant to or impacting on any payments made by the Principal to the *Managing Contractor* under the *Contract*. The Principal or its authorised person may inspect, audit, verify and/or may copy any such records or accounts and the *Managing Contractor* must do all things necessary to allow the Principal or any person authorised by the Principal to properly verify and audit all claims by the *Managing Contractor*.

The *Managing Contractor* must also ensure that the terms of any *Subcontracts* provide the Principal with similar rights of access to subcontractors' premises and to records and accounts.

8 Stakeholders Consultation

The stakeholders for the project may include *School* principals, teachers, *School* communities, DET School Education Directors, DET Regional Directors and, Department of Commerce representatives.

The *Managing Contractor* shall take a proactive role to communicate and consult with relevant stakeholders throughout the whole process of the Works. In particular, stakeholders' consultation is required for the following activities/issues:

- Resolving site planning and the necessary Planning Approval for the Works at each *School*;
- Ascertaining site constraints, access limitations and other specific requirements from *Schools*;
- Developing schematic and final designs of the agreed *School* infrastructure;
- Determining the Contract Program
- Undertaking the construction work

During construction stage, brief status reports shall be prepared, covering issues of relevance. The reports shall not be issued to any stakeholders without approval from the Principal.

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BUILDING THE EDUCATION REVOLUTION

4. PROJECT BRIEF

9 Defect Management

Prior to handover, the *Managing Contractor* must undertake a joint site inspection with the *Subcontractors* to identify *Defects* in the *Works*.

The *Managing Contractor* shall ensure the rectification, as soon as possible, of any identified *Defects* or omissions in the *Works*.

If *Defects* or omissions are identified during handover to the Principal, the *Managing Contractor* must state a date by which the *Managing Contractor* shall complete the work of rectification.

The *Managing Contractor* shall carry out the work of rectification at times and in a manner which cause as little inconvenience to the *School* as is reasonably possible.

10 Handover

The *Managing Contractor* shall hand over the completed facilities progressively to the Principal. This shall follow the staging Contract Program agreed with the Principal and relevant *Schools*.

The *Managing Contractor* is to prepare and submit a handover document for each *School* at least two weeks prior to the anticipated *Completion*.

The handover document shall include, but not be limited to, transfer of manuals, keys, security and access code (if applicable), as-constructed plans, equipment commissioning, Statutory Compliance Certificate (see Clause 1.6 of Preliminaries), defect management etc and any other document necessary to allow the use of the *Works* by the *School*.

11 Field Data Capture

The *Managing Contractor* shall engage a suitably qualified consultant (as a component of the *Subcontract Costs*) to capture information on the works carried out under the Contract, for use by DET in its Asset Management Regime. *Consultants* are required to:

- Visit the *School*
- Locate certain features of the *School* to a specified linear accuracy and measure certain elements to a specified area accuracy.
- Develop dimensioned field plans and provide field notes which can be readily interpreted.
- Obtain textual data.

Required graphic data includes *School* property boundaries, building outlines, floor plans and certain site details. The management of this consultancy is to be included in the *Managing Contractor Fees*.

END OF SECTION – PROJECT BRIEF

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SCHEDULE 1: IDENTIFICATION OF LEGAL ENTITY

Registered Organisation Name							
Trading Name (if applicable)							
Date Established							
Australian Company Number (ACN)							
Australian Business Number (ABN)							
Type of Organisation	Sole Trader ▶		Company ▶		Partnership ▶		
Other Type (describe)							
Is the company involved in any trust relationships ?		Yes ▶		No ▶			
If yes give full details							
Are there related, associated or subsidiary business entities ?		Yes ▶		No ▶			
If Yes please provide details below							
ABN		Name of Organisation					

ORGANISATION CONTACT DETAILS

Contact Person							
Business Address (office location)							
Postal Address							
Phone 1		Phone 2					
Mobile		Fax					
Email		Website					

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SCHEDULE 2: NOMINATED PERSONNEL

Complete all relevant sections of the table for your nominations.

NAME	POSITION IN COMPANY	QUALIFICATIONS	RELEVANT EXPERIENCE	DAILY RATE [incl GST]

Nominations for the Reserve resources

NAME	POSITION IN COMPANY	QUALIFICATIONS	RELEVANT EXPERIENCE	DAILY RATE [incl GST]